staller Name:	OSSF Installer #:	
1st Inspection Date:	2nd Inspection Date:	3rd Inspection Date:
Inspector Name:	Inspector Name:	Inspector Name:

Perm	it#:		Address:				
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(G)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

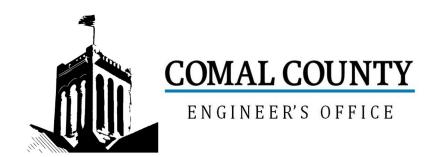
**Inspector Notes:** 

AL.	Di-si	Δ	Citation	N-4	1,41,	2	2
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and "T" Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume						
12	Installed						
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size						
14							
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

	OSSI Inspection Sheet								
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.		
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)						
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)						
	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4) 285.33(a)(3) 285.33(a)(1) 285.33(a)(2)						
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)						
	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)						
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)						
	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC								
26	DRAINFIELD Area Installed								
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)						
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media								
	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)						
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)						
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)						

No.	Docorintian	Answer	Citations	Notes	1ct lease	2nd Inco	2rd Inco
NO.	Description  EFFLUENT DISPOSAL SYSTEM Utilized	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3) (B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

	1						
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iii)(I)				
	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
41	ADDUCATION ADDA Average tradellar						
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



# Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 113444

Issued This Date: 10/20/2021

This permit is hereby given to: Rosemary & Stuart Craig

To start construction of a private, on-site sewage facility located at:

140 LONGWOOD DR

NEW BRAUNFELS, TX 78132

Subdivision: River Chase

Unit: 8

Lot: 1385

Block: NA

Acreage: 2.6300

#### APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic

Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

# **RECEIVED**By KG at 2:33 pm, Oct 19, 2021



# OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

			113444
	Date Received	Initials	Permit Number
structions:			
lace a check mark next to all items that apply. For ite hecklist must accompany the completed application		ce "N/A". This	OSSF Development Application
SSF Permit			
Completed Application for Permit for Authorization	on to Construct an On-Site	Sewage Faci	lity and License to Operate
Site/Soil Evaluation Completed by a Certified Sit	e Evaluator or a Professio	nal Engineer	
Planning Materials of the OSSF as Required by of a scaled design and all system specifications.		Chapter 285.	Planning Materials shall consi
Required Permit Fee - See Attached Fee Sched	ule		
Copy of Recorded Deed			
Surface Application/Aerobic Treatment System			
Recorded Certification of OSSF Requiring	Maintenance/Affidavit to t	he Public	
Signed Maintenance Contract with Effective	ve Date as Issuance of Lic	ense to Opera	te
	- d f 000F Dl		41 414 41 U41
affirm that I have provided all information require onstitutes a completed OSSF Development Appli		ment Applica	tion and that this application
Roseman Craig (Oct 18, 2021 16:34 CDT)	Oct 18,	2021	
Signature of Applicant			Date
COMPLETE APPLICATION			ETE APPLICATION
Check No Receipt No	(M	ssing Items Ci	rcled, Application Refeused)
			Revised: September 2019

**RECEIVED**By KG at 2:33 pm, Oct 19, 2021

# \* \* \* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \* \* \* APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN

#### ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date			Permit #	113444
Owner Name	Rosemary & Stuart Craig	Agent Name	A&R Construction LI	LC, Jill Marlar
Mailing Address	20 Ridge Run	Agent Address	2102 Oak Valley Dri	ve
City, State, Zip	New Braunfels, TX 78132	City, State, Zip	New Braunfles, TX 7	78132
Phone #	(210) 232-1548	Phone #	(830) 837-0050	
Email	Rose.Craig65@gmail.com	Email Jill	@Buildingwithar.com	& TxSeptic@gmail.com
All corres	pondence should be sent to:  Owner	Agent  Both	Method:	Mail 🗷 Email
Subdivision Nan	ne River Chase	Unit 8	Lot 1385	Block NA
Acreage/Legal				
Street Name/Ad	dress 140 Longwood Dr	City New	Braunfels	Zip 78132
Type of Develo	pment:			
⋉ Single Fan	nily Residential			
Type of Con	struction (House, Mobile, RV, Etc.) Single Fa	mily Home		
Number of E	Bedrooms 3			
Indicate Sq	Ft of Living Area 2381			
☐ Non-Singl	e Family Residential			
(Planning mate	erials must show adequate land area for doubling th	e required land needed	for treatment units and	l disposal area)
Type of Fac	ility	_		
Offices, Fac	tories, Churches, Schools, Parks, Etc Indica	te Number Of Occup	ants	
Restaurants	s, Lounges, Theaters - Indicate Number of Sea	ts		
Hotel, Motel	l, Hospital, Nursing Home - Indicate Number of			
Travel Traile	er/RV Parks - Indicate Number of Spaces			
Miscellaneo	us			
Estimated Cos	st of Construction: \$ 534,000 (Stru	icture Only)		
Is any portion	of the proposed OSSF located in the United Si	tates Army Corps of I	Engineers (USACE) f	lowage easement?
☐ Yes 🗷	No (If yes, owner must provide approval from USACE	for proposed OSSF impro	ovements within the USAC	E flowage easement)
Source of Water	Public Private Well			
Are Water Savin	ng Devices Being Utilized Within the Residence	e? 🗷 Yes 🗌 No		
- The completed a	plication, I certify that:  upplication and all additional information submitted d  at I am the property owner or I possess the appropri			
<ul> <li>Authorization is I site/soil evaluation</li> <li>I understand that by the Comal Comal</li> </ul>	nereby given to the permitting authority and designation and inspection of private sewage facilities It a permit of authorization to construct will not be issounty Flood Damage Prevention Order.	sued until the Floodplain	n Administrator has per	formed the reviews required
•	nsent to the online posting/public release of my e-m			tion, as applicable.
Rosemany Craig (Oct In	2021 16:34 CDT)	Oct 18, 202	1	
Signature of C	owner	Date		Page 1 of 2

#### \* \* \* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \* \* \*

#### APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Complete	ed By Doug Dowlearn R.S.
System Description aerobic treatment with spray irrigation	
Size of Septic System Required Based on Planning Materia	ils & Soil Evaluation
Tank Size(s) (Gallons) 600 gpd	Absorption/Application Area (Sq Ft) 3750
Gallons Per Day (As Per TCEQ Table III) 240	
(Sites generating more than 5000 gallons per day are required to c	obtain a permit through TCEQ.)
Is the property located over the Edwards Recharge Zone?	🗷 Yes 🗌 No
(If yes, the planning materials must be completed by a Registered	Sanitarian (R.S.) or Professional Engineer (P.E.))
Is there an existing TCEQ approved WPAP for the property	? ⋉ Yes □ No
(If yes, the R.S. or P.E. shall certify that the OSSF design complies	s with all provisions of the existing WPAP.)
If there is no existing WPAP, does the proposed developme	ent activity require a TCEQ approved WPAP?  Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design will combe issued for the proposed OSSF until the proposed WPAP has be	ply with all provisions of the proposed WPAP. A Permit to Construct will not een approved by the appropriate regional office.)
Is the property located over the Edwards Contributing Zone	? ☐ Yes ເ No
Is there an existing TCEQ approval CZP for the property?	☐ Yes ⋉ No
(If yes, the P.E. or R.S. shall certify that the OSSF design complies	s with all provisions of the existing CZP.)
If there is no existing CZP, does the proposed development	activity require a TCEQ approved CZP?  Yes  No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comissued for the proposed OSSF until the CZP has been approved by	ply with all provisions of the proposed CZP. A Permit to Construct will not be by the appropriate regional office.)
Is this property within an incorporated city?   Yes   X	No
If yes, indicate the city:	
By signing this application, I certify that: - The information provided above is true and correct to the best of	my knowledge
	e-mail address associated with this permit application, as applicable.
angle para a. s.	9/27/21
Signature of Designer	Date Page 2 of 2

Page 2 of 2

# COUNTY OF COMAL STATE OF TEXAS

#### **AFFIDAVIT TO THE PUBLIC**

#### **CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

According to Texas Commission on Environmental Quality (TCEQ) Rules for On-Site Sewage Facilities (OSSFs), this document is filled in the Deed Records of Comal County, Texas

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5 012 and § 5 013, give the commission primary responsibility for Implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91 (12) will be installed on the property described as (insert legal description): Lot 1385, River Chase Unit Eight

#### 140 Longwood Dr. New Braunfels, TX 78132

The property is owned by (Insert owner's full name): Stuart J. Craig & Rosemary V. Craig

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally

Upon sale or transfer of the above described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for OSSF may be obtained from County Engineer's Office.

WITHESS BY HAND(S) ON THIS 24 DAY OF September 2021

apenam V. Craes
Owner(s) signature(s)

Stuart J. Craig
Rosemary V. Craig
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF Se

Notary Public, State of Texas Notary's Printed Name: 111 MARCUAR My Commission Expires: 10/22/12024 Jill Christine Marter My Commission Expts 10/27/2024 ID No. 132748758

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/11/2021 09:52:39 AM
CATHLEEN2 1 Pages(s)
202106052986



#### WASTEWATER TREATMENT FACILITY MAINTENANCE AGREEMENT

Regulatory Authority <u>Comal County</u>
A&R Construction LLC
2102 Oak Valley Drive
New Braunfels TX, 78132
Off. (830) 837-0050

Permit/License Number\_\_\_\_\_\_
Customer\_Rosmary & Stuart Craig
Site Address\_\_140 Longwood Dr
City New Braunfels\_\_\_Zip\_\_\_\_\_78132\_\_\_\_\_
Mailing Address\_\_726 Encinio Dr, New Braunfels\_\_TX 78130
County Comal County\_\_ Map #\_\_\_\_\_
Phone (210) 232-1548
Email\_\_Rose\_Craig65@gmail.com\_

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Rosmary & Stuart Craig (hereinafter referred to as "Customer") and A&R Construction, LLC/Texas Septic Doctor. By this agreement, A&R Construction, LLC/Texas Septic Doctor and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

#### II. Effective Date:

#### III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

#### IV. Services:

#### Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be comprised of items required as per the manufacturer, the controlling regulatory board, and deemed by the Contractor as necessary for proper OSSF operation.
- b. Provide a written record of visits to the site.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

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Customer Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

Customer's Initials

TM

Contractor's Initials

Contractor Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary
chemicals is that of the Contractor.
Not Required. The installed septic system does not require disinfection.

#### VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

#### VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

 a. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.

If the above conditions are not met, Contractor is not obligated to perform any portion of this Agreement.

#### VIII. Customer's Responsibilities:

The customer is responsible for all the following:

- a. Provide all necessary yard or lawn maintenance and removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
- b. Protect equipment from physical damage including but not limited to that damage caused by insects.
- c. Maintain a current license to operate, abide by the conditions and limitations of that license, and all requirements for an OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.
- d. Notify Contactor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.
- f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance if needed to diagnosis an issue. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.
- g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
- h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contactor, at Customer's expense.
- j. Maintain site drainage to prevent adverse effects on the OSSF.
- k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

#### IX. Access by Contractor:

Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. It is Customer's responsibility to keep lids exposed and accessible at all times.

#### X. Limit of Liability:

Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

#### XI. Indemnification:

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, fines, judgments and other expenses (including, but not limited to, attorneys' fees and expenses and costs of investigation), of any kind, nature or description, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.

QUC\_ RVC Customer's Initials

Contractor's Initials

# THIS INDEMNITIFCATION APPLIES EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE STRICT LIABILITY OF ANY INDEMNITEE.

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

#### XII. Severability:

If any provision of the "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### XIII. Fee for Services:

The Fee for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

#### XIV. Payment

Full payment is due upon execution of this Agreement. For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

#### XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section III.

#### XVI. Entire Agreement:

This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.

Rosemary Craig (Oct 18, 2021 16:34 CDT)

Oct 18, 2021

Customer Signature

Date

A&R Construction LLC / Texas Septic Dr.

Tyler Mason Contractor MP#0002228

BUC

Customer's Initials

7m

Contractor's Initials

Date: 9/27/21

**Applicant Information:** 

Name: Stuart & Rosemary Craig

Address: 20 Ridge Run

City, State & Zip Code: New Braunfels, TX 78132

Phone: 210-232-1548

Email: Rose.Craig65@gmail.com

**Property Location:** 

Lot: 1385 Unit: 8 Subdv: River Chase Street/Road Address: 140 Longwood Drive

City: New Braunfels Zip: 78132 Additional Info: Comal County

**Site Evaluator Information:** 

Name: Douglas R. Dowlearn Company: D.A.D. Services, Inc.

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

Phone: (210)240-2101 Fax: (866)260-7687

Email: txseptic@gmail.com

**Installer Information:** 

Name: Company: Address:

City, State & Zip: Phone:

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	<b>Drainage</b> (Mottles/Water Table	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	None
Soil Boring #2 60"		Same as above				

#### DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 3 BR (2381 sq. ft.)

240 gallons per day

An aerobic treatment/spray disposal system is to be utilized based on the site evaluation.

3750 sq. ft. disposal area required 600 gallon/day aerobic tank required

Calculations: Absorption Area: Q/RA= 240/0.064= 3750 Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

ana Reces

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

Signature:

License No. OS9902 - Exp. 6/30/2023

TDH: #2432 - Exp. 2/28/2023



Douglas R. Dowlearn
D.A.D. Services, Inc.
703 Oak Drive
Blanco, TX 78606
(210)240-2101
txseptic@gmail.com

October 25, 2021

RE: 140 Longwood Drive; Permit# 113444

To Whom It May Concern:

I am requesting a variance for the placement of a spray disposal area 10 feet from the property line, but less than 20 feet from the property line as Comal County regulations require. This setback complies with TCEQ CHAPTER 285 rules Table X. requirements. Equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If there are any questions or concerns, please contact me at 210.240.2101 or by email at <a href="mailto:txseptic@gmail.com">txseptic@gmail.com</a>.

Sincerely,

Douglas R. Dowlearn, R.S.

and Romans



#### D.A.D SERVICES, INC.

**DOUG DOWLEARN** 

703 OAK DRIVE, BLANCO, TX 78606

Designed for:

Craig Stuart J & Rosemary V

The installation site is at lot 1385 of the River Chase 8 subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 bedroom(2381 sf) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

#### PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 3 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 29 feet at 40 psi. Each sprinkler will spray 180 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

#### **DESIGN SPECIFICATIONS:**

Daily Waste Flow: 240 gpd Application rate: 0.064

Application area required: 240/.064 = 3750 ft. sq.

Application area utilized: 3963 sq. ft.

Pump tank reserve capacity: 120 gal minimum

# DOUGLAS R. DOWLEARN 2432 Addition Street Bernard

#### **SYSTEM COMPONENTS:**

SCH 40 PVC sewer line

1" purple PVC supply line

600 gpd aerobic treatment plant with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am

Liquid chlorinator

Pre-treatment tank and 768 gallon pump tank

3 K-Rain Gear Driven pop-up sprinklers

#### **LANDSCAPING:**

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must maintain a ground cover after construction. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

**REVISED** 2:33 pm, Oct 25, 2021

85'

86'

87 88'

89'

90' 91'-92' 93'

94'

95'

97

98'

100' 1

R = 29'

= 180°

R = 29'

= 180

R = 29'

DRIVE

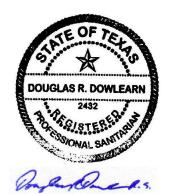


PUBLIC DRAINAGE EASEMENT

3 BR HOUSE

LONGWOOD DR

2381 SF



#### <u>KEY</u>

150' RADIUS OS\$F EASEMENT LINE

OFFSET FROM EASEMENT LINE

594.53

- 2 WAY CLEANOUT
- 10' OSSF SPRAY SETBACK
- 1" SCH 40 PVC PURPLE PIPE
- - PROPOSED WATER LINE
- \* TEST HOLE
- o 600 GPD AEROBIC TREATMENT UNIT

- 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.
- 3" OR 4" SCH 40 PVC PIPE FROM STRUCTURE TO TANK.
- CLEANOUT WITHIN 3' OF STRUCTURE. TOTAL SPRAY AREA = 3963 SF.
- TANK WILL BE WATER TIGHT AND MANUFACTURED
- ACCORDING TO ASTM DESIGNATION: C 1227.
- NO RECHARGE FEATURES WERE OBSERVED WITHIN 150' OF THE PROPOSED OSSF.

- THIS DESIGN MEETS THE REQUIREMENTS OF THE EXISTING WPAP FOR THIS SUBDIVISION.

CRAIG STUART J & ROSEMARY V 140 LONGWOOD DR NEW BRAUNFELS, TX 78132 **RIVER CHASE 8** LOT 1385 COMAL COUNTY/2.63 ACRES



SCALE 1" = 80'



#### D.A.D SERVICES, INC.

#### DOUG DOWLEARN

#### 703 OAK DRIVE, BLANCO, TX 78606

Designed for:

Craig Stuart J & Rosemary V

The installation site is at lot 1385 of the River Chase 8 subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 bedroom(2381 sf) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

#### PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 35 feet at 40 psi. Each sprinkler will spray 180 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

#### **DESIGN SPECIFICATIONS:**

Daily Waste Flow: 240 gpd Application rate: 0.064

Application area required: 240/.06

Application area utilized: 3809 sq. ft.

Pump tank reserve capacity: 120 gal minimum

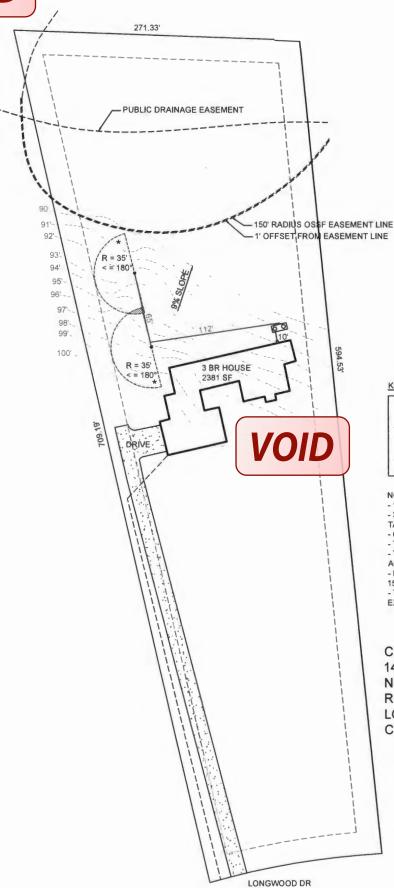
#### **SYSTEM COMPONENTS:**

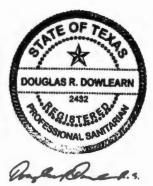
SCH 40 PVC sewer line
1" purple PVC supply line
600 gpd aerobic treatment plant with manual controls
Liquid chlorinator
Pre-treatment tank and 768 gallon pump tank
2 K-Rain Gear Driven pop-up sprinklers

#### LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must maintain a ground cover after construction. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.







#### **KEY**

- 2 WAY CLEANOUT
- 20' OSSF SPRAY SETBACK
- --- PROPOSED WATER LINE
- \* TEST HOLE
- 600 GPD AEROBIC TREATMENT UNIT
- SPRAY OVERLAP AREA = 39 SF

- 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.
- 3" OR 4" SCH 40 PVC PIPE FROM STRUCTURE TO TANK.
- CLEANOUT WITHIN 3' OF STRUCTURE.
- TOTAL SPRAY AREA = 3809 SF.
   TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- NO RECHARGE FEATURES WERE OBSERVED WITHIN
- 150' OF THE PROPOSED OSSF
- THIS DESIGN MEETS THE REQUIREMENTS OF THE EXISTING WPAP FOR THIS SUBDIVISION.

CRAIG STUART J & ROSEMARY V 140 LONGWOOD DR NEW BRAUNFELS, TX 78132 **RIVER CHASE 8** LOT 1385 COMAL COUNTY/2.63 ACRES



SCALE 1" = 80'

## **Assembly Details**

OSSF



14.49 Gallons per inch

One Post 9.-See Note 9. See Note 5. See Note 10. See Note 7. See Note 11. Flow Line 0 53"" 59" Aeration Clariffer 768 Gal. treatment 190 Gal. 353 Gat. Diffuser Bar

#### **GENERAL NOTES:**

- 1. Plant structure material to be precast concrete and steel.
- 2. Maximum burial depth is 30" from slab top to grade.
- 3. Weight = 14,900 lbs.
- 4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 beedroom, < 4,000 sq/ft living aera). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.</p>
- Standard tablet chlorinator or Optional Liquid chlorinator.
   NSF approved chlorinators (tablet & liquid) available.
- 6. Blo-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec)timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
- 20" Ø acess riser w/ lid (Typical 4). Optional extension risers available.
- 8. 20 GPM 1/2 HP, high head effluent pump.
- 9. HIBLOW Air Compressor w/ concrete housing.
- 10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
- 11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
- 12. 4" min. compacted sand or gravel pad by Contractor

41"-53" - Reserve - 174 Gal

41" - Alarm

13"-41" - Working Level - 405 Gal

10"-13" - On/Off Tether - 44 Gal

0"-10" - Sump - 145 Gal

#### **DIMENSIONS:**

Outside Height: 67" Outside Width: 63" Outside Length: 164"

#### **MINIMUM EXCAVATION DIMENSIONS:**

Width: 76" Length: 176"

See Note 12.

NuWater B-550 (600 GPD)
Aerobic Treatment Plant (Assembled)

Model: B-550-PC-400PT

March, 2012 - Rev 1 By: A.S.

Scale:

 All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3



Advantage Wastewater Solutions IIc. 444 A Old Hwy No 9 Comfort, TX 78013 830-995-3189 fax 830-995-4051

# Comal County OSSF\_Application 140 Longwood

Final Audit Report 2021-10-18

Created:

2021-10-11

By:

Jill Marlar (jill@buildingwithar.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAn1RnQUjzjkP8VYQ8AXqyqt0\_649SH4O8

## "Comal County OSSF\_Application 140 Longwood" History

- Document created by Jill Marlar (jill@buildingwithar.com) 2021-10-11 8:49:53 PM GMT- IP address: 96.8.253.36
- Document emailed to Rosemary Craig (rose.craig65@gmail.com) for signature 2021-10-11 8:51:22 PM GMT
- Email viewed by Rosemary Craig (rose.craig65@gmail.com) 2021-10-17 2:24:00 PM GMT- IP address: 70.94.132.145
- Email viewed by Rosemary Craig (rose.craig65@gmail.com) 2021-10-18 4:00:42 PM GMT- IP address: 72.191.140.38
- Agreement completed. 2021-10-18 9:34:31 PM GMT

Alamo Title Co. GF# 4000141800867

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

\$

Date: September 7, 2018

Grantor: STEVEN M. SAWYER and MICHELLE R. SAWYER, husband and wife

Grantor's Mailing Address:

239 Paradise Hills New Braunfels, Texas 78132 Comal County

•

Grantee: STUART J. CRAIG and ROSEMARY V. CRAIG, husband and wife

Grantee's Mailing Address:

726 Encino Drive New Braunfels, TX 78130 Comal County

#### Consideration:

Cash and a note of even date executed by Grantee and payable to the order of SAGE CAPITAL BANK, in the principal amount of FIFTY-FIVE THOUSAND EIGHT HUNDRED and 00/100's DOLLARS (\$55,800.00) [the "Note"], which represents part payment of the purchase price of the Property. The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SAGE CAPITAL BANK, and by a first-lien deed of trust of even date from Grantee to J.M. RANKIN, III, Trustee.

#### Property (including any improvements):

Lot 1385, River Chase Unit Eight, situated in Comal County, Texas according to the map or plat thereof recorded under Volume 15, Pages 177-187, Map and Plat Records of Comal County, Texas.

Reservations from Conveyance: None.

#### Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all validly existing conditions, restrictions, reservations, declarations, exceptions, easement grants, set-backs, assessments, maintenance and / or association charges and ordinances, affecting the property conveyed, if any, appearing in the public records; and all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records; and standby fees, taxes, and assessments by any taxing authority for the 2018 tax year, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Grantee, by its acceptance hereof, agrees to be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2018 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described herein is fully paid according to its terms, at which time this deed will become absolute.

SAGE CAPITAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SAGE CAPITAL BANK, and are transferred to SAGE CAPITAL BANK, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

[signature(s) on following page(s)]

#### Executed effective as of the date first set forth herein.

#### **GRANTOR:**

STEVEN M. SAWYER

MICHELLE R. SAWYER

Notary Public, State of

STATE OF \_ COUNTY OF \_ CON

This instrument was acknowledged before me on September

, 2018, by STEVEN M. SAWYER, an individual.



KAY MACDONALD My Notary ID # 7043362 Expires June 3, 2022

STATE OF COUNTY OF CENTRAL

S S

This instrument was acknowledged before me on September \_\_\_\_\_\_, 2018, by MICHELLE R. SAWYER, an individual.



KAY MACDONALD My Notary ID # 7043362 Expires June 3, 2022

AFTER RECORDING RETURN TO:

STUART J. CRAIG and ROSEMARY V. CRAIG

After Recording Return to:

Alamo Title Company 494 South Seguin St., Ste 100 New Braunfels, TX 78130

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 09/10/2018 12:25:25 PM LAURA 3 Pages(s) 201806035770

